

IN THE COURT OF COMMON PLEAS
DELAWARE COUNTY, OHIO

IN RE FORFEITURE OF AND REMOVAL FROM OFFICE OF MELANIE LENEGHAN	: : : : : :	Case No.
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COMPLAINT

We, the undersigned electors of Liberty Township, Delaware County, Ohio, numbering not less in number than 15% of the number of electors of Liberty Township that voted in the most recent gubernatorial election, hereby file this Complaint pursuant to Revised Code §§ 3.07 et seq. and allege that Liberty Township Trustee Melanie Leneghan has **willfully and flagrantly exercised authority or power not authorized by law, refuses or willfully neglects to enforce the law or to perform official duties imposed upon her by law, and is guilty of gross neglect of duty, misfeasance, malfeasance, and nonfeasance.** In support of these claims, the undersigned electors of Liberty Township make the following factual allegations:

1. Melanie Leneghan (hereafter “Leneghan”), whose residential address is 5288 Stratford Avenue, Powell, Ohio 43065, is currently serving as a Trustee of Liberty Township in Delaware County, Ohio for a term that ends December 31, 2019.
2. Under Ohio law, a county that provides EMS services to its residents must do so throughout the county unless, pursuant to R.C. 307.05, it enters into a contract with another entity, such as a township within the county, to provide those services.
3. Since 1952 EMS services in Liberty Township have been provided by the Liberty Township Fire Department (hereafter “LTFD”). Those services are currently provided for through a contract with Delaware County pursuant to R.C. 307.05.
4. Leneghan has an extensive history of antipathy toward LTFD and the International Association of Firefighters Local #3754 (hereafter “IAFF”)

which represents LTFD employees in collective bargaining with Liberty Township.

5. At the June 18, 2012 Liberty Township Board of Trustees (hereafter “Board of Trustees”) meeting Leneghan was formally reprimanded by the Board of Trustees for derogatory comments made towards an LTFD member, Kelly Imler. According to news reports on 10TV WBNS on June 18, 2012, Leneghan addressed Ms. Imler as “the token female” firefighter. According to the same report, Leneghan also made derogatory references to Ms. Imler sleeping in the LTFD station house with “all those male firefighters.”
6. Leneghan opposed the 2012 tax levy to fund ongoing fire and EMS services by the LTFD.
7. At the March 26, 2012 Board of Trustees meeting Leneghan stated “I don’t know that we need 52 full-time certified EMS people [employed by LTFD]. Maybe we can change that status and that would change their pay structure.”
8. At the Board of Trustees meeting on June 8, 2012, while voicing her opposition to the 2012 fire and EMS levy, Leneghan stated that a reduction in full-time EMS-trained personnel employed by LTFD was warranted. “[. . . D]o we really need 15 of them running 24/7? Do we need 15 of them fully [EMS] certified?”
9. Leneghan was quoted on August 8, 2012 in ThisWeek Community News as referring to LTFD as “full of fat and waste.” Leneghan proposed to slash salaries at LTFD to levels far below the average for central Ohio fire departments.
10. The 2012 fire and EMS levy failed to pass.
11. An emergency fire and EMS levy was placed on the February 5, 2013 ballot. The emergency levy passed.
12. In February 2013, during an impromptu meeting at the Delaware County Board of Commissioners’ office between Leneghan, County Commissioner Gary Merrell, and Delaware County EMS (hereafter “DCEMS) Chief Mike Schuiling, Leneghan confided that before her term was over Delaware County would take over LTFD.
13. On or about October 4, 2017, LTFD entered into an agreement with Genoa Township Fire Department, Harlem Township Fire Department, Orange Township Fire Department, and Delaware (City) Fire Department to implement a new unified medical protocol (hereafter “GHOLD Protocol”) in order to better serve the residents of all of the above subdivisions.

14. LTFD and the EMS providers in those neighboring subdivisions had been preparing to implement the GHOLD Protocol on December 1, 2018 with full adoption of the Protocol planned for February 1, 2019.
15. Voters in Liberty Township approved a new five year renewal levy on November 7, 2017 to fund LTFD, including continued provision of EMS services. The levy was approved by a margin of 74.79% to 25.21%.
16. Leneghan publicly professed her support for the 2017 fire and EMS levy.
17. The consulting firm Fitch & Associates prepared a report (hereafter “Fitch Report”) dated July 5, 2018 on EMS services in Delaware County for the Delaware County Board of Commissioners. The Fitch Report makes certain recommendations regarding EMS services in Delaware County.
18. While the Fitch Report mentions that townships have the option to transfer EMS services to DCEMS, the Fitch Report does not make any recommendations with respect to Liberty Township nor does it recommend transferring EMS services from the Township to DCEMS.
19. At the October 1, 2018 Board of Trustees meeting, Leneghan, citing the Fitch Report, requested a proposal from the Delaware County Board of Commissioners to transfer EMS services from LTFD to DCEMS.
20. According to the October 1, 2018 Board of Trustees meeting minutes, Leneghan indicated her intention to terminate LTFD EMS services regardless of whether Delaware County agreed with the plan or coordinated the transition of EMS services from LTFD to DCEMS:

Mrs. Leneghan stated that the County Commissioners do not have to vote on whether or not the County provides EMS service to Liberty Township, but if the Trustees ask the County to provide these services, they have to do it.

21. On November 27, 2018, Delaware County submitted a proposal to transfer EMS services in Liberty Township from LTFD to DCEMS.
22. At the November 29, 2018 Delaware County Commissioners meeting, Leneghan stated that she did not intend to reduce EMS services in the Township, stating that “[t]he savings [from transferring EMS services to DCEMS] appear to be rather significant but irrelevant if the service levels decrease.” She also stated that “[t]hrough partnering with Delaware County the taxpayers of Liberty Township alone will have the opportunity to keep at least \$3 million in their pockets.”

23. Despite her claims to the contrary, Leneghan's plan would necessitate terminating the employment of 32 cross-trained firefighter/paramedics currently employed by LTFD—a 58% reduction in the staffing of LTFD.
24. This massive reduction in staffing under Leneghan's plan would jeopardize the safety and security of the residents of Liberty Township.
25. LTFD currently uses three paramedics in each of its ambulances.
26. DCEMS typically staffs its ambulances with only two paramedics.
27. Liberty Township residents, including individuals who are experts in the field of fire and EMS service with decades of experience, have testified at multiple Board of Trustees meetings regarding Leneghan's plans for LTFD.
28. These residents and experts have stated unequivocally that Leneghan's plan will result in a reduction in the quality of EMS services in the Township, citing numerous flaws in Leneghan's plan.
29. Among the principle flaws in Leneghan's plan that residents have brought to her attention are the fact that the fire-based EMS model is superior to the single-role EMS model, and that ambulances staffed with three paramedics (as is the current LTFD practice) provide superior medical care compared to ambulances with only two paramedics (which is the practice commonly employed by DCEMS).
30. Gary Johnson, a retired fire-chief, spoke in opposition to Leneghan's plan at the December 3, 2018 Board of Trustees meeting. According to the meeting minutes, Mr. Johnson said that "[EMS] quality assurance is most effective when the Fire Department as the public agency administers and monitors on-site and through transport to definitive care," and that "the best model is cross-trained fire and [EMS] personnel."
31. Gary Vest, the Chief of Police of the City of Powell spoke in opposition to Leneghan's plan in his capacity as a Liberty Township resident at the December 3, 2018 Board of Trustees meeting. According to the meeting minutes, he explained the value of having LTFD personnel who are cross-trained as fire and EMS providers and who are also able to respond to active shooter situations.
32. Andrew Sapp, a member of the Orange Township Fire Department, spoke in opposition to Leneghan's plan at the December 3, 2018 Board of Trustees meeting. According to the meeting minutes, Mr. Sapp stated that ambulances which are staffed with three paramedics provide superior health care to ambulances with only two paramedics. Mr. Sapp stated that he had spoken to several DCEMS paramedics who believe that Leneghan's plan would result in poor service for Liberty Township residents.

33. William Houk, a former fire chief, spoke in opposition to Leneghan's plan at the December 3, 2018 Board of Trustees meeting. According to the meeting minutes, Mr. Houk stated that ambulances with three paramedics provide superior care compared to ambulances with only two paramedics.
34. Katie Stemen, a critical care nurse and a candidate for a masters degree in nursing, spoke in opposition to Leneghan's plan at the December 3, 2018 Board of Trustees meeting. According to the meeting minutes, Ms. Stemen pointed out shortcomings in the Fitch Report. Ms. Stemen also stated that, based on her own research, ambulances with three paramedics provide superior care compared to ambulances with only two paramedics.
35. Chip Vance, a Liberty Township homeowner and business owner, spoke in opposition to Leneghan's plan at the December 3, 2018 Board of Trustees meeting. According to the meeting minutes, Mr. Vance stated that he is concerned with the safety of his employees and that Leneghan's plan will result in higher homeowners' insurance premiums. Mr. Vance also stated that he is concerned that Leneghan's plan will deter people from moving to Liberty Township.
36. Nicole Brandt spoke in opposition to Leneghan's plan at the December 3, 2018 Board of Trustees meeting. Ms. Brandt stated that she has a son who experiences routine sicknesses that may result in serious medical conditions. Ms. Brandt stated that she had recently called 911 for her son and that it was necessary for three paramedics to respond.
37. Marie Follmer spoke in opposition to Leneghan's plan at the January 7, 2019 Board of Trustees meeting. Ms. Follmer is the mother of a child with a chronic health condition. According to the meeting minutes, Ms. Follmer stated that LTFD paramedics had trained specifically to respond to emergency calls for Ms. Follmer's daughter and that an ambulance with three paramedics was necessary to provide effective care for her daughter.
38. Joe Stoutenberg spoke in opposition to Leneghan's plan at the January 22, 2019 Board of Trustees meeting. Mr. Stoutenberg stated that he is a Fellow of the Society of Actuaries with two decades of experience in the field. Mr. Stoutenberg stated that, based on an actuarial model of his own creation, six lives would be lost per year as a result of a switch from three paramedics per ambulance to two paramedics per ambulance under Leneghan's plan.
39. In addition to the overwhelming opposition to Leneghan's plan that Liberty Township residents have expressed at Board of Trustees meetings, Leneghan has also received voluminous email correspondence from Township residents in opposition to her plan to transfer EMS services to DCEMS.

40. Leneghan's plan to transfer EMS services out of the Township violates the clearly expressed will of the voters of Liberty Township, who voted to approve continued funding of firefighting and EMS services through LTFD at the November 7, 2017 general election.
41. Leneghan's plan to save money by cutting LTFD personnel and transferring EMS services to DCEMS is disingenuous and pretextual, as she has claimed as recently as 2017 that "[o]ur fire department is thriving and fiscally sound" and "we have an extraordinarily well-trained staff of firefighter/paramedics."
42. Leneghan is using cost savings as a pretext for weakening the power of IAFF and to gain an advantage in collective bargaining with IAFF in the 2018 triennial labor contract negotiations.
43. The previous labor contract between Liberty Township and IAFF was negotiated and agreed to by both parties within three days.
44. The negotiations over the current labor contract between the Township and IAFF lasted until March 4, 2019 and escalated to the contentious process of "fact-finding." In previous negotiations the Township and IAFF have reached an agreement without resorting to fact-finding.
45. Leneghan has deliberately and directly enflamed the labor negotiations and discussion over the proposed EMS transfer by continuing her history of smearing the LTFD in public. At the February 4, 2019 Board of Trustees meeting Leneghan stated "[w]hen you [the Township] have all that extra money the union wants it. They're currently asking for an 18% pay increase."
46. Rather than listening to her constituents and supporting the LTFD, Leneghan has expressed disdain for the IAFF members and those Liberty Township residents who oppose her plan to transfer EMS services to DCEMS.
47. In an email to Delaware County Administrator Mike Frommer on December 4, 2018, Leneghan said the following regarding the opponents of her plan at the December 3rd Board of Trustees meeting:

The people were rude and out of [sic] order because their leader [Liberty Township Trustee] Shyra [Eichhorn] told them to be and was herself. She is a disgrace. *** Many of the people there were union members and their family members. I won't cave to that disgraceful behavior.
48. In an email to Township resident Chip Vance on January 24, 2019, Leneghan stated that "... I won't cave to the lying angry mob ..."
49. Pursuant to R.C. 4765.37 et seq., townships must employ a Medical Director in order to provide EMS services.

50. Dr. Warren Yamarick (hereafter “Dr. Yamarick”) served as the LTFD Medical Director for 28 years prior to 2019 and has been a resident of Liberty Township for 30 years.
51. The position of LTFD Medical Director is filled through an annual contract, expiring on December 31st of each year. Dr. Yamarick was initially hired on February 15, 1999, having prior served as Medical Director in a volunteer capacity. His contract was subsequently renewed each year.
52. On December 18, 2017, Leneghan and the other members of the Board of Trustees, at the recommendation of LTFD Chief Thomas O’Brien, voted to renew Dr. Yamarick’s appointment as Medical Director, effective January 1, 2018 and expiring December 31, 2018.
53. Dr. Yamarick’s Medical Director salary in 2018 was \$12,000.
54. Dr. Yamarick was awarded the EMS Medical Direction Award by OhioHealth in 2018.
55. At the December 3, 2018 Board of Trustees meeting, Dr. Yamarick, speaking in his capacity as a Liberty Township resident, expressed his view that EMS services in the Township would suffer if those services were transferred from LTFD to DCEMS.
56. On December 4, 2018, the day after Dr. Yamarick spoke at the Board of Trustees meeting, Leneghan began maneuvering to remove Dr. Yamarick from his position as LTFD Medical Director.
57. On December 4, 2018, Leneghan sent an email to the Delaware County Administrator, Mike Frommer, declaring her intention for Liberty Township to hire the DCEMS medical director—Dr. Ashish Panchal (hereafter “Dr. Panchal”)—effective January 1, 2019.
58. Leneghan’s purpose in seeking to remove Dr. Yamarick as Medical Director and replace him with Dr. Panchal was to facilitate the transfer of EMS services to DCEMS and to remove Dr. Yamarick as a voice of opposition to her plans.
59. At the Board of Trustees meeting on December 17, 2018, Leneghan voted against a motion to renew Dr. Yamarick’s appointment for an additional 30 days. The two other members of the Board of Trustees voted to pass a verbal Resolution and Dr. Yamarick’s appointment was thereby temporarily renewed.
60. Prior to a special meeting of the Board of Trustees on December 24th, 2018, Leneghan and Trustee Mike Gemperline (hereafter “Gemperline”) instructed the township secretary to remove a resolution which had been placed on the agenda by Trustee Shyra Eichhorn (hereafter “Eichhorn”). The resolution sought to re-appoint Dr. Yamarick as the Medical Director for 2019.

61. At a January 7, 2019 Board of Trustees meeting, Dr. Yamarick sought the opportunity to address the Board of Trustees in his capacity as a Liberty Township resident. He completed the required form to speak during the public comment portion of the meeting.
62. Leneghan refused to allow Dr. Yamarick to speak at the January 7, 2019 meeting. As justification, Leneghan falsely claimed that Dr. Yamarick was involved in litigation against the Township.
63. Dr. Yamarick attempted to explain to Leneghan that he was not involved in litigation against the Township.
64. Leneghan ordered law enforcement to remove Dr. Yamarick from the meeting even though Dr. Yamarick was entitled to speak.
65. Leneghan has claimed that her decision to replace Dr. Yamarick is based on issues with his official performance. However, Leneghan has not cited any specific elements of Dr. Yamarick's performance as Medical Director that have been deficient.
66. Eichhorn has stated publicly that there are no documented issues with Dr. Yamarick's performance.
67. There are no documents in Dr. Yamarick's personnel file which support Leneghan's claims regarding Dr. Yamarick's job performance.
68. On January 7, 2019, Leneghan voted to adopt Resolution #19-0107-22, which authorized Leneghan to conduct a search for a new Medical Director and to engage in contract negotiations with a potential new Medical Director on behalf of the Board of Trustees.
69. Eichhorn was not present at the January 7, 2019 Board of Trustees meeting and the meeting minutes indicate that there was no discussion of Resolution #19-0107-22.
70. Resolution #19-0107-22 effectively gave Leneghan the exclusive authority to negotiate for a new Medical Director on behalf of Liberty Township.
71. In her search for a new Medical Director, Leneghan negotiated exclusively with the Ohio State University Wexner Medical Center, (hereafter "OSUWMC") which also provides medical director services to DCEMS.
72. Following Resolution #19-0107-22, the residents of Liberty Township had no immediate access to information regarding the search for a new Medical Director, including who was being considered for the position or what criteria Leneghan was using to select a new Medical Director, because Leneghan was conducting this search unilaterally.

73. Leneghan sent and received emails regarding her search for a new Medical Director using private email addresses and servers—not her Liberty Township email—preventing Liberty Township residents from immediately obtaining these records via public records requests.
74. Leneghan utilized her own personal legal counsel—Peggy Guzzo—to review the public contract between Liberty Township and OSUWMC.
75. At the Board of Trustees meeting on January 22, 2019, Leneghan voted to table Resolution #19-0122-18 which would have authorized the Township to issue a request for proposals—i.e., to engage in a competitive bidding process—to fill the upcoming Medical Director vacancy.
76. On January 22, 2019, acting on its own initiative without being contacted by Leneghan or the Board of Trustees, OhioHealth offered to provide Medical Director services to the Township for between \$4,320 and \$8,640 per year.
77. Despite having received this offer from OhioHealth, Leneghan voted on January 22, 2019 to adopt Resolution #19-0122-20, approving a contract which paid OSUWMC \$34,544 annually for a period of three years for Medical Director services.
78. The contract with OSUWMC pays the new Medical Director nearly 300% more per year than the \$12,000 salary paid to Dr. Yamarick in 2018.
79. According to the new Medical Director, Dr. Panchal, Leneghan’s attacks and negotiating tactics are compromising the working conditions at LTFD. At the February 19, 2019 Board of Trustees meeting, when asked about the wellness of the firefighters Dr. Panchal, stated:

I see that our medics right now, and what they’re going through is challenging . . . I think it’s hard to find medics like this anywhere else, who have this kind of resilience, but that resilience is being tried . . . I think that one of the challenges they are facing right now is just trying to making [sic] ends meet and so I think those are challenges, that as they are rectified, as they are clarified, it’ll make less stress in their lives and they will be able to function in a different capacity.
80. The reduced state of morale and the stressful working conditions at LTFD have the potential to compromise the effectiveness of LTFD in responding to emergencies, threatening the health and safety of the residents of Liberty Township.
81. At the Board of Trustees meeting on January 22, 2019, Leneghan declined to second Resolution #19-0122-15, which would have rejected the EMS proposal from Delaware County.

82. At the Board of Trustees meeting on January 22, 2019 Leneghan declined to second a motion to approve Resolution #19-0122-17, which would have affirmed the status of LTFD as the primary EMS service provider for the Township.
83. Although Delaware County withdrew its offer to takeover EMS services on February 7, 2019, Leneghan has grown more reckless in her efforts to transfer EMS services away from LTFD and out of the Township.
84. Leneghan placed two EMS-related resolutions on the agenda for the February 19, 2019 Board of Trustees meeting.
85. Resolution #19-0219-12 demanded that Delaware County increase the amount it pays the Township annually for providing EMS services through LTFD from approximately \$250,000 to \$1,000,000.
86. Resolution #19-0219-13 would immediately and unilaterally transfer responsibility to provide EMS services in Liberty Township from the Township to the County.
87. The result of Resolution #19-0219-13 would be that DCEMS would assume immediate responsibility for providing EMS services in Liberty Township without any prior preparation for such a responsibility and without any agreements or arrangements between the Township and the County on how those services would be provided.
88. At the February 19, 2019 meeting Leneghan and Gemperline voted to adopt Resolution #19-0219-12 (requesting additional compensation from the County), while tabling Resolution #19-0219-13 (transferring EMS services to the County immediately and abruptly).
89. Although Resolution #19-0219-13 was not adopted, for as long as it was on the Board agenda, the residents of Liberty Township were left in a state of uncertainty regarding whether they would still have township-based EMS services the next day.
90. Furthermore, once a Resolution has been placed on the Board of Trustees meeting agenda and tabled, the Board of Trustees may consider and adopt the Resolution at a future Board of Trustees meeting without the Resolution appearing on the public agenda prior to the meeting. This means that Liberty Township residents have no way to be certain whether Leneghan will precipitate the transfer of EMS services out of the Township, as Resolution #19-0219-13 could be voted upon at any Board of Trustees meeting without any advance notice.

91. At the Board of Trustees meeting on February 19, 2019 Leneghan voted to adopt Resolution #19-0219-12, transferring oversight of LTFD “run cards” to DCEMS.
92. Run cards refers to the process for determining which department—DCEMS, LTFD, or another EMS provider in Delaware County—will respond to a particular emergency call, based on the nature and location of the emergency.
93. The effect of Resolution #19-0219-12 is that Liberty Township will no longer exercise local control over which emergency services unit responds to emergency calls from Township residents.
94. This provision of Resolution #19-0219-12 appears to be contrary to Ohio law according to the Ohio Attorney General, as explained in 2001 Op. Atty. Gen. No. 2001-011.
95. As detailed below, Leneghan’s reckless plan to downgrade LTFD, and her official acts in furtherance of that plan, continue to jeopardize the safety and security of the residents of Liberty Township. Her actions constitute misfeasance, malfeasance, nonfeasance, gross neglect of duty, and/or willful neglect to enforce the law or perform official duties.
96. In addition to Leneghan’s official misconduct relating to LTFD and the EMS transfer controversy, Leneghan has also conducted official business using private email addresses and servers, failed to properly safeguard public records resulting in their loss or destruction, and violated the Township’s conflict of interest policy to afford special treatment to political allies and supporters on at least three occasions. The factual allegations supporting these claims of misfeasance, malfeasance, nonfeasance, gross neglect of duty, and/or willful neglect to enforce the law or perform official duties will be detailed separately below.

First Claim: Leneghan’s plans to terminate the provision of EMS services by LTFD will reduce and compromise services that are vital to the safety and wellness of Liberty Township residents.

97. The Petitioners hereby incorporate by reference every allegation in the preceding paragraphs as if fully rewritten herein.
98. The reduction in staffing and services at LTFD under Leneghan’s plan will result in Liberty Township being more dependent on the good will of other local fire departments, with which Liberty Township has mutual aid service agreements. Liberty Township will thus take unfair advantage of the mutual aid service agreements with those subdivisions and their fire departments, placing those agreements in jeopardy of being rescinded by neighboring political subdivisions.

99. A change in LTFD's status as a cross-trained firefighter/paramedic service provider would put mutual aid agreements in jeopardy because LTFD will no longer be able to reciprocate the EMS services that Liberty Township residents receive from neighboring departments.
100. The reduction in staffing under Leneghan's plan would compromise LTFD's ability to follow the federal Occupational Safety and Health Administration's Respiratory Protection Standard, 29 CFR 1910.134 (g)(4), known as the "2 In/2 Out" rule.
101. The 2 In/2 Out Rule requires that in response to any structure fire no firefighter should enter a burning structure alone, and that two firefighters should remain outside while firefighters are inside the burning structure. Therefore, under this safety rule, at least four firefighters must be on the scene if any firefighter is to enter a structure that is burning.
102. Leneghan's plan will result in a reduced quality of EMS services to Liberty Township residents because DCEMS utilizes only two EMS personnel in its ambulances, whereas LTFD typically utilizes three EMS personnel per ambulance.
103. LTFD is currently an "all hazards" response unit, which is trained and equipped to respond to fire, emergency medical, hazardous materials, water and confined spaces, and active aggressor/active shooter emergencies. DCEMS, on the other hand, provides only emergency medical services.
104. LTFD is both trained and equipped to respond with EMS services alongside law enforcement during an active aggressor/active shooter scene. While some, but not all, DCEMS personnel have this training, DCEMS does not have the necessary equipment for this type of EMS response.
105. Leneghan's plan will undermine the safety of Liberty Township residents by separating the delivery of EMS and fire response services.
106. Single-role providers such as DCEMS do not allow flexibility for responders to move seamlessly from one type of response to another. For example, while LTFD personnel are currently able to offer a unified and simultaneous response to an emergency necessitating medical services and water rescue, DCEMS could only provide medical services in such a scenario.
107. The above facts constitute misfeasance, malfeasance, nonfeasance, gross neglect of duty, and/or willful neglect to enforce the law or perform official duties.

Second Claim: Leneghan's official conduct in seeking to replace Dr. Yamarick has been reckless and has severely compromised Liberty Township's residents' confidence in the quality and availability of EMS services. Furthermore, Leneghan

replaced Dr. Yamarick through a fundamentally opaque process which further compromised confidence in Liberty Township emergency medical services and which flouted norms of transparency in local government.

108. The Petitioners hereby incorporate by reference every allegation in the preceding paragraphs as if fully rewritten herein.
109. Pursuant to R.C. 4765.37 et seq., Ohio townships must employ a Medical Director in order to operate an EMS service.
110. Therefore, any lapse in the employment of LTFD's Medical Director would function as a legal prohibition against the LTFD providing EMS services. In other words, if the Medical Director position becomes vacant, absent other arrangements, there would be no local provider of EMS services in Liberty Township.
111. In December of 2018, as Dr. Yamarick's annual contract approached its expiration on December 31st of that year, and again in January 2019, as the stop-gap 30-day extension of Dr. Yamarick's contract was in place, the Medical Director contract was a major concern to many residents of Liberty Township.
112. This concern was expressed at the Board of Trustees meetings on December 3 and 17, 2018 and at the Board of Trustees meeting on January 7, 2019, when Leneghan prevented Dr. Yamarick from speaking against the transfer of EMS services and then ordered him removed from the public meeting.
113. The sense of unease and uncertainty among Liberty Township residents over the future of their Medical Director and their EMS services was compounded by the fact that Leneghan conducted the Township's search for a new Medical Director unilaterally and outside of the public's view.
114. Leneghan engaged exclusively in negotiations with OSUWMC over the Medical Director position on behalf of the Township. She did not consider any other individuals or medical organizations to fill the Medical Director position.
115. OSUWMC provides Medical Director services to DCEMS. A situation in which OSUWMC provided Medical Director services to LTFD and DCEMS would help facilitate Leneghan's plan to transfer EMS services from LTFD to DCEMS.
116. Under Liberty Township's procurement policy, adopted via Resolution #15-0805-03, when the Township is contracting for the purchase of goods and services priced between \$2,500 and \$50,000 "at least three (3) written quotes for the good(s) and/or service(s) proposed to be purchased shall be solicited and obtained."

117. Liberty Township's procurement policy is clear that bids should have been requested before Leneghan reached an agreement with OSUWMC, but Leneghan ignored this requirement.
118. Leneghan declined to seek the input of even LTFD Chief O'Brien prior to agreeing to the new contract with OSUWMC.
119. Leneghan has received numerous email communications from Liberty Township residents since December 2018 requesting for her to carry out her official duties with greater transparency but she has continued to carry out her plans in private.
120. The above facts constitute misfeasance, malfeasance, nonfeasance, gross neglect of duty, and/or willful neglect to enforce the law or perform official duties.

Third Claim: In order to achieve her goals of extracting concessions in labor negotiations with IAFF and downsizing the LTFD, Leneghan has taken actions which recklessly compromise the ability of LTFD to perform its duties, thereby jeopardizing the safety and security of the residents of Liberty Township.

121. The Petitioners hereby incorporate by reference every allegation in the preceding paragraphs as if fully rewritten herein.
122. LTFD and its members have, since October 2018, continuously been confronted with the prospect of massive layoffs, major changes in their mission, and uncertainty as to who would serve as Medical Director.
123. At the Board of Trustees meeting on January 7, 2019, Leneghan and Gemperline voted to adopt Resolution #19-0107-20, appointing Leneghan as "Liaison to the Fire Department and Fire Chief" on behalf of the Board of Trustees.
124. As detailed in paragraphs 50-78 of this Complaint, after having one LTFD medical director who served continuously for 28 years, Dr. Yamarick was replaced through a chaotic and opaque process that left the members of LTFD, as well as the public, in the dark as to whether Dr. Yamarick would be retained and, if not, who—if anyone—would replace him.
125. The employees of LTFD have been and continue to be faced with the prospect of layoffs—a 58% reduction in staff. This threat is ongoing for as long as Leneghan refuses to commit to maintaining EMS services through LTFD.
126. Leneghan forced LTFD members to bear additional stress by placing additional pressure on IAFF to make concessions during the labor contract negotiations that stretched on until March 4, 2019.

127. Pursuant to R.C. 4765.41, the medical director of an EMS service provider has the exclusive authority to establish and implement medical services protocols.
128. LTFD entered into an agreement on or about October 4, 2017 with Genoa Township Fire Department, Harlem Township Fire Department, Orange Township Fire Department, and Delaware (City) Fire Department to implement new unified medical protocol (GHOLD Protocol) in order to better serve the residents of all of the above subdivisions.
129. LTFD and the EMS providers in those neighboring subdivisions had planned to begin adopting the GHOLD Protocol into practice on or about December 1, 2018 with full implementation on or about February 1, 2019.
130. The GHOLD Protocol is based on the National EMS Clinical Guidelines and is considered best-practices for EMS providers.
131. At the February 19, 2019 Board of Trustees meeting Dr. Panchal spoke favorably of the GHOLD Protocol and acknowledged that they were “actually based off a national protocol” that Dr. Panchal himself helped to develop. Dr. Panchal went on to state that “looking at anything which is similar to national protocol is a good thing.”
132. The purpose of adopting uniform medical protocol across neighboring emergency services jurisdictions is to improve medical care by ensuring that emergency response units which may be required to work together in response to an emergency are operating under the same protocol and procedures.
133. On or about December 6, 2018, Leneghan directed Chief O’Brien to delay implementing the GHOLD Protocol.
134. Leneghan directed Chief O’Brien to delay implementing the GHOLD Protocol even though the other subdivisions were preparing to implement them between December 1, 2018 and February 1, 2019.
135. According to the January 22, 2019 Board of Trustee meeting minutes:

Mrs. Eichhorn asked Chief O’Brien if he has been given direction to not go with G[H]OLD [Protocol]. Chief O’Brien stated that Trustee Leneghan discussed this with him. Mrs. Leneghan stated that she has not heard of the G[H]OLD [Protocol]. Chief O’Brien replied that in a discussion with Mrs. Leneghan he said that [LTFD] was ready to implement a new protocol [the GHOLD Protocol], [and] Mrs. Leneghan told him to hold off.
136. The above facts constitute misfeasance, malfeasance, nonfeasance, gross neglect of duty, and/or willful neglect to enforce the law or perform official duties.

Fourth Claim: Leneghan has improperly ordered law enforcement to remove Dr. Yamarick from a Board of Trustees meeting for attempting to speak in opposition to her plans to transfer EMS services out of the Township.

137. The Petitioners hereby incorporate by reference every allegation in the preceding paragraphs as if fully rewritten herein.
138. As alleged in paragraphs 61-64 of this Complaint, Leneghan ordered law enforcement to physically remove Dr. Yamarick from the January 7, 2019 meeting without adequate justification for doing so.
139. Dr. Yamarick has brought a civil rights suit which alleges, among other claims, that his removal from the January 7, 2019 Board of Trustees meeting violated his rights under the First and Fourth Amendments to the United States Constitution.
140. The above facts constitute misfeasance, malfeasance, nonfeasance, gross neglect of duty, and/or willful neglect to enforce the law or perform official duties.

Fifth Claim: Leneghan has conducted official Liberty Township business using private email addresses and privately maintained email servers in an apparent attempt to shield her emails from public scrutiny and public records laws.

141. The Petitioners hereby incorporate by reference every allegation in the preceding paragraphs as if fully rewritten herein.
142. On November 11, 2015 the Board of Trustees adopted Resolution #15-1116-06 which established:

All Liberty Township officials and employees shall use only their assigned official Township email addresses (i.e. ending in “libertytwp.org”) when using email to conduct Township business.

143. Resolution #15-1116-06 also requires that:

[A]ll email addresses displayed on the official Liberty Township website (www.libertytwp.org) as contact information for a Liberty Township official or employee shall be only the official township email address assigned to the Liberty Township official or employee whose contact information is displayed. No other or additional email addresses, except official Township email addresses, shall be displayed on the official Township website for any Township official or employee.

144. Since at least on or about December 10, 2018 Leneghan has conducted official business as a Liberty Township Trustee using the email address

mellen5288@gmail.com. This email address is hosted by Google and the server supporting this email address is not in the custody of Liberty Township.

145. Beginning on or about May 9, 2012 Leneghan has conducted official business as a Liberty Township Trustee using the email address mleneghan@stratsourcing.com. This email address is hosted by an unknown provider and the server supporting this email address is not in the custody of Liberty Township.
146. Beginning on or about February 27, 2014, Leneghan has conducted official business as a Liberty Township Trustee using the email address mleneghan@stratcommerce.com. An unknown provider hosts this email address and the server supporting this email address is not in the custody of Liberty Township.
147. On October 30, 2018 Liberty Township HR Specialist Catherine Buehrer instructed staff in an email to change Leneghan's "email address to mellen548@gmail.com -- this replaces the stratsourcing email."
148. In a Facebook comment posted on or about December 10, 2018, Leneghan invited a constituent to contact her regarding township business at mellen5288@gmail.com, stating "no other email works."
149. Despite the fact that official Liberty Township business is conducted using mleneghan@stratsourcing.com, mleneghan@stratcommerce.com, mellen54[-]8@gmail.com, and mellen5288@gmail.com, emails and other records sent and received through these addresses are not immediately available through a public records request pursuant to R.C. 149.43 because they are not in the custody of Liberty Township.
150. Numerous emails that were sent and received by Leneghan at these private email addresses as part of her official duties were not properly disclosed in response to a public records request.
151. Given that the records of official Liberty Township business conducted by Leneghan using mleneghan@stratsourcing.com, mleneghan@stratcommerce[-].com, mellen548@gmail.com, and mellen5288@gmail.com are in the custody of Leneghan and the owner of the private server for these addresses, the residents of Liberty Township can never be confident that they are receiving complete responses to public records requests submitted to Liberty Township pursuant to R.C. 149.43.
152. The above facts constitute misfeasance, malfeasance, nonfeasance, gross neglect of duty, and/or willful neglect to enforce the law or perform official duties.

Sixth Claim: Leneghan has failed to properly safeguard public records which she placed in the custody of a private corporation. These records have now been lost or destroyed and are therefore no longer available for public inspection.

153. The Petitioners hereby incorporate by reference every allegation in the preceding paragraphs as if fully rewritten herein.
154. As alleged in paragraphs 145-146 of this Complaint, Leneghan conducted official business as a Liberty Township Trustee using the email addresses mleneghan@stratcommerce.com and mleneghan@stratsourcing.com (hereafter “Strat Email Addresses”), among other email addresses that are not maintained by Liberty Township.
155. The Strat Email Addresses were maintained by servers in the possession of Strategic Sourcing, Inc. a closely held corporation.
156. Prior to November 27, 2018 a controlling interest in Strategic Sourcing, Inc. was held by Leneghan and her husband, Patrick Leneghan.
157. As of on or about November 27, 2018, pursuant to an agreement with the other shareholders of Strategic Sourcing, Inc., Leneghan and her husband no longer hold any shares or exercise any control over Strategic Sourcing, Inc.
158. In response to a public records request for emails sent and received by Leneghan while conducting her official duties using the Strat Email Addresses, legal counsel for Strategic Sourcing, Inc. responded that no such records exist.
159. These public records are unavailable because Leneghan kept them in the custody of a private corporation that failed to maintain them.
160. Leneghan’s decision to place public records in the custody of a private corporation are in violation of Liberty Township’s email policy (Resolution #15-1116-06) and inconsistent with norms of transparency and the safeguarding of public information.
161. Leneghan’s failure to safeguard these public records is inconsistent with Liberty Township’s Records Retention Schedule, which dictates that all correspondence concerning “policies, procedures, program, fiscal, and personnel matters” be retained for at least three years.
162. The above facts constitute misfeasance, malfeasance, nonfeasance, gross neglect of duty, and/or willful neglect to enforce the law or perform official duties.

Seventh Claim: Leneghan improperly interfered in the administration of the Liberty Township Zoning Code on behalf of a campaign contributor in violation of the Township's Conflict of Interest Policy.

163. The Petitioners hereby incorporate by reference every allegation in the preceding paragraphs as if fully rewritten herein.
164. On December 13, 2017, Tracey Mullenhour, the Liberty Township Zoning Inspector (hereafter "Mullenhour"), informed the statutory agent for a business landowner in Liberty Township that large landscape mounds on its property were legally considered structures and in violation of the Liberty Township Zoning Code. Mullenhour informed the landowner that a zoning variance request must be submitted no later than December 22, 2017.
165. On December 18, 2017 at 2:21 p.m., the owner of the land adjacent to the property containing the earthworks (hereafter "Adjacent Landowner") sent an email to Leneghan, Mullenhour, and the Township Administrator, Matt Huffman (hereafter "Huffman").
166. In his email the Adjacent Landowner told the Township officials that he had been given permission to build the earthworks. The Adjacent Landowner also told the officials that he believed the earthworks were permissible and did not require a zoning variance.
167. On December 18, 2017 at 3:20 p.m., Leneghan sent an email to Mullenhour and Huffman stating the following:

Can we please reply and set this back [the zoning variance application deadline] at least 30 days. In the meanwhile please check in with the county engineer and please work on an update to the zoning code.
Landscape mounds should not be considered structure [sic] in my opinion.
168. Mullenhour subsequently informed the Adjacent Landowner on December 18, 2017 that the deadline for submitting a zoning variance request had been pushed back to February 15, 2018.
169. In an email sent February 13, 2018, Mullenhour requested a written legal opinion from the Township's legal counsel regarding the landscape mound issue. The email also stated that "Per the request from a Trustee, this mound issue has been 'on hold . . .'"
170. According to a campaign finance report filed with the Federal Election Commission, on March 2, 2018 the Adjacent Landowner made a \$5,000 contribution to Leneghan's Congressional campaign committee.
171. On March 6, 2018 the Township's legal counsel sent a written opinion to Mullenhour stating that the mounds in question met the definition of

“structures” under the Township zoning code, and that either a variance would have to be issued or the mounds would have to be removed.

172. On March 16, 2018 in an email sent at 4:50 p.m. Mullenhour relayed this legal conclusion to the Adjacent Landowner, informing him that he would need to submit a variance request to the Liberty Township Board of Zoning Appeals by April 13, 2018.
173. Leneghan sent an email to Mullenhour on March 16, 2018, at 11:33 p.m. regarding Mullenhour’s email of that same day with the Adjacent Landowner. The email read:

Who gave you the legal opinion? Also I asked Matt [Huffman] over two months ago to work on revising the zoning code. We can not be requiring everyone with a landscape mound over 16 inches for a permit. I asked that that be removed from the code. It’s not only ridiculous it is stupid.

174. In response to Leneghan’s email on March 16, Mullenhour replied on March 17, 2018 that the legal opinion had come from the Township’s legal counsel in the Delaware County Prosecuting Attorney’s office.
175. In an email sent on March 17, 2018 at 7:21 p.m., Leneghan responded as follows:

In my opinion we need to step back on this and tell anyone complaining that this is [a] 10 acre lot.

176. Mullenhour subsequently issued a decision contradicting the previous legal opinion. The result of this decision was that the landscape mounds were permitted to remain in place without a zoning variance being applied for or issued.
177. On August 20, 2018 Leneghan voted to adopt Resolution #18-0820-05, adopting the current version of Liberty Township’s Employee Handbook, Section 8.1 of which contains the Liberty Township conflict of interest policy (hereafter “Conflict of Interest Policy”).
178. Section 8.1 of the Conflict of Interest Policy prohibits Township employees and officials from “[p]articipating in matters where something of value will result for the employee, or for the employee’s family, business associates, or others with whom the employee has a close tie that could impair the employee’s objectivity[.]”
179. The Conflict of Interest Policy “is intended to avoid both the reality and appearance impropriety[.]”

180. Leneghan's actions alleged above are in violation of the Conflict of Interest Policy.
181. The above facts constitute misfeasance, malfeasance, nonfeasance, gross neglect of duty, and/or willful neglect to enforce the law or perform official duties.

Eighth Claim: Leneghan has improperly interfered in matters pending before the Liberty Township Board of Zoning Appeals on behalf of her campaign contributors and political allies and in violation of the Township's Conflict of Interest Policy.

182. The Petitioners hereby incorporate by reference every allegation in the preceding paragraphs as if fully rewritten herein.
183. Pursuant to R.C. 519.13 et seq., the Liberty Township Board of Zoning Appeals (hereafter "BZA") is an independent, quasi-judicial body composed of five Liberty Township residents who are appointed by the Board of Trustees.
184. The Revised Code does not grant township trustees any authority to supervise the BZA or its members in the exercise of its statutory authority.
185. The BZA has the authority to grant zoning variances and hear appeals of zoning administration decisions and issue zoning variances.
186. Vincent Margello (hereafter "Margello") was a Board of Trustees candidate in 2013.
187. Margello is a political ally of Leneghan.
188. On October 17, 2017 the BZA heard BZA Application #17-21, a request to approve a Conditional Use application submitted by Margello, the landowner of the property in question.
189. BZA Chair Bryan Newell (hereafter "Newell") recused himself from consideration of BZA Application #17-21 on the basis that he was a resident of property adjacent to the real estate at issue in BZA Application #17-21.
190. During consideration of BZA Application #17-21, the Chair of the BZA, Rebecca Mount (hereafter "Mount"), posed questions to Margello and his attorney regarding Margello's application.
191. According to the BZA meeting minutes, Margello "asked Mrs. Mount what she is trying to achieve" and later said to Mount "I know you don't like developers."

192. Mount recused herself from consideration of BZA Application #17-21 during the October 17, 2017 BZA meeting, stating: “At this time, since [Margello] feels that I show a bias against developers, I will be recusing myself from the rest of this hearing.”
193. After Mount recused herself, the acting Chair of the BZA for consideration of BZA Application #17-21 was Kelly Kamman (hereafter “Kamman”).
194. The BZA tabled BZA Application #17-21 to allow Margello the opportunity to review public comments and adjust his application to incorporate residents’ concerns.
195. On or about October 25, 2017, Leneghan communicated with Kamman and encouraged Kamman to approve BZA Application #17-21.
196. On or about November 5, 2017 Leneghan spoke to homeowners in the vicinity of the real estate at issue in BZA Application #17-21, urging them to support Margello’s Conditional Use application.
197. According to a campaign finance report filed with the Federal Election Commission, Margello made a \$1,000 contribution to Leneghan’s Congressional campaign committee on March 3, 2018.
198. Prior to April 20, 2018, Margello submitted two zoning requests to the BZA (hereafter “BZA Applications #18-06 and #18-10”).
199. BZA Applications #18-06 and #18-10 were schedule to be considered by the BZA at its meeting on May 1, 2018.
200. On April 20, 2018 Kamman related to Mount a conversation that Kamman had with Leneghan. According to Kamman, Leneghan informed him that if Newell and Mount did not continue to recuse themselves from consideration of BZA Applications #18-06 and #18-10 that Margello intended to initiate a lawsuit against the BZA.
201. As previously alleged in paragraphs 177-180 of the Complaint, Leneghan’s interference in zoning proceedings on behalf of political allies and campaign contributors is in violation of the Township Conflict of Interest Policy.
202. The above facts constitute misfeasance, malfeasance, nonfeasance, gross neglect of duty, and/or willful neglect to enforce the law or perform official duties.

Ninth Claim: Leneghan voted to grant an unbid contract to a company associated with a campaign contributor, in violation of the Township’s policy on conflicts of

interest and without regard to obtaining the most favorable contract for the residents of Liberty Township.

203. The Petitioners hereby incorporate by reference every allegation in the preceding paragraphs as if fully rewritten herein.
204. At the February 4, 2015 Board of Trustee meeting Marc Hollinger (hereafter “Hollinger”) gave a presentation to the Board of Trustees regarding electricity and natural gas utility service aggregation. Leneghan was present at the meeting and participated in the discussion. Hollinger stated that “Aspen Energy is one of the largest brokerages in the Midwest for electric and natural gas.”
205. At that same meeting Liberty Township resident Andy Mitry (hereafter Mitry) informed the Board that he had owned Border Energy in Powell for 10 years and recently sold it to IGS. Mitry stated “there are a lot of brokers other than Aspen in this market that may be considered [for electricity and natural gas aggregation contracts].”
206. According to a campaign finance report filed with the Federal Election Commission, on March 1, 2018, Leneghan’s Congressional campaign committee, received a contribution from Joe Garrett [sic] of 4135 S. Section Line Road, Delaware, Ohio 43015 in the amount of \$1,000.00.
207. At the July 23, 2018 Board of Trustees meeting Leneghan voted to adopt Resolution #18-0723-01 to place the question of electric aggregation on the ballot and Resolution #18-0723-02 to place the question of natural gas aggregation on the ballot.
208. At the July 23, 2018 Board of Trustee meeting Leneghan voted to adopt Resolution #18-0723-03 engaging Trebel LLC in a consulting agreement.
209. Liberty Township did not issue a request for proposals before approving this contract, and no other bids for these services were submitted or considered.
210. According to records of the Delaware County Auditor, Joseph and Wendi Garrett are the registered property owners of 4135 S. Section Line Road, Delaware, Ohio, 43015.
211. Joe Garrett (hereafter “Garrett”) is an Energy Specialist employed by Trebel LLC since 2014.
212. At the October 1, 2018 Board of Trustees meeting Hollinger spoke during the public comment period. Hollinger stated that in nearby political subdivisions which contract with Trebel LLC for electric and natural gas service aggregation the rate charged to residents and utility customers is higher than in subdivisions which contracted with other companies for electric and natural gas service aggregation.

213. According to the Board of Trustees meeting minutes, Hollinger stated that “the City of Worthington has this issue on the ballot [. . .] and that their broker will take ½ mil, which equals about \$6.00 per household; Mr. BelCastro [an owner of Trebel LLC] takes 2 mils, or \$24 per household, which equates to \$90,000 from Liberty Township.”
214. Hollinger noted that Garrett “made a political campaign donation to Trustee Leneghan’s Congressional campaign.” He then asked why the Board did not bring any other firms in for a bidding process, stating that when he previously approached the Township he was told they were not interested.
215. On November 6, 2018 Liberty Township voters approved two separate ballot questions, providing for electric and natural gas aggregation in the Township.
216. At the Board of Trustees meeting on December 17, 2018 Leneghan voted to adopt Resolution #18-1217-06 which stated that Trebel LLC will administer the electric aggregation program” and Resolution #18-1217-07, which stated that “Trebel LLC will administer the natural gas aggregation program.”
217. At the Board of Trustees meeting on April 1, 2019, Leneghan voted to authorize the Township Administrator to enter into a contract with Trebel LLC for electric and natural gas aggregation without requiring the Board of Trustees to approve the rate which would be charged to residents and without obtaining any information from Trebel LLC as to what fees Trebel LLC would be collecting from residents.
218. As previously alleged in paragraphs 177-180 of the Complaint, Leneghan’s actions with regard to Trebel LLC and the Township electric and natural gas aggregation contract is in violation of the Township’s Conflict of Interest Policy.
219. The above facts constitute misfeasance, malfeasance, nonfeasance, gross neglect of duty, and/or willful neglect to enforce the law or perform official duties.

WHEREFORE, we petition the Court to commence removal proceedings against Leneghan pursuant to Revised Code § 3.08, find that Leneghan is guilty of misconduct in office as defined in Revised Code § 3.07, and enter a judgment of forfeiture of office with all emoluments against Leneghan and remove her from the office of Liberty Township Trustee. We further request that the Court suspend Leneghan from office pending the hearing as permitted by Revised Code § 3.08.

Respectfully submitted:

COMMITTEE FOR THE PLAINTIFF-PETITIONERS

Kerry Daly 3159 Rossmore Cir. Powell, OH 43065	William Houk 2518 Bryton Dr. Powell, OH 43065	Gary R. Johnson 388 Vinwood Lane Powell, OH 43065	Susan Miceli 10690 Sable Ct. Powell, OH 43065	Rebecca Mount 10482 Woodburn Dr. Powell, OH 43065
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I, _____ hereby certify that I reside at the address appearing below my
Printed Name of Circulator
signature; that I am the circulator of the foregoing petition containing _____ signatures; that I witnessed the
Number
affixing of every signature; that all signers were to the best of my knowledge and belief qualified electors of
Liberty Township; and that every signature is to the best of my knowledge and belief the signature of the person
whose signature it purports to be.

Signature of Circulator _____

Permanent Residence _____

City, Township, or Village _____ State _____ Zip Code _____